

**MEMORANDUM OF AGREEMENT (AGREEMENT)
BETWEEN THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HUD),
(name) STATE HISTORIC PRESERVATION OFFICE (SHPO),
AND THE
(name) HOUSING AUTHORITY (PHA)
FOR THE
(name) HOMES REVITALIZATION PROJECT**

WHEREAS, HUD proposes to provide financial assistance to the PHA for its (name) Homes (the Development) revitalization project, a map of which is appended as Attachment 1: and

WHEREAS, the PHA has determined in its submission to HUD that the rehabilitation of the Development is not a feasible alternative; and

WHEREAS, the PHA has provided HUD with a proposal to demolish the Development (the Undertaking); and

WHEREAS, HUD and the SHPO have concurred in the above-referenced determinations; and

WHEREAS, HUD and the SHPO have determined that the Development is eligible for listing on the National Register of Historic Places (Register); and

WHEREAS, HUD has determined that the Undertaking will have an adverse effect upon the Development, and has consulted with the SHPO pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, HUD and the SHPO have agreed that the area of potential effect for this Undertaking is limited to the Development itself; and

WHEREAS, HUD has complied with the notification requirements of 36 CFR Part 800, and the Advisory Council on Historic Preservation (Council) did not exhibit an interest in participating in consultations within the time period allotted in Part 800 (Attachment 2); and

WHEREAS, the PHA has participated in the consultation process and has been invited to concur in this Agreement; and

NOW, THEREFORE, HUD, the PHA and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

HUD will ensure that the following measures are carried out:

1. Documentation of the Development

Prior to its demolition, the Development will be recorded by the PHA in accordance with the “State Guidance for Documenting Historic Properties in Mitigation of Adverse Effects Pursuant to Section 106 of the National Historic Preservation Act” (Guidance) appended as Attachment 3. Specifically, the documentation will consist of the following:

- a. Written Documentation** following the outline in the “Guidance”.
- b. Graphic Documentation** outlined in the “Guidance” as required and any additional graphic documentation requested in writing by SHPO staff.
- c. Photographic Documentation** outlined in the “Guidance” as required and as further required in writing by SHPO staff. Photographic documentation will be in the format outlined in the “Guidance”, as clarified in writing by SHPO staff.

PHA shall forward this documentation to the SHPO for review and approval. PHA shall not initiate demolition until the SHPO has approved the above-referenced documentation. Once the documentation is approved, a set will be retained by the SHPO, and the PHA shall forward a copy to the (name) Office of City Planning.

2. Amendments or Non-Compliance

If any of the signatories to this Agreement believe that the terms cannot be adhered to, or that an amendment to the terms must be made, that signatory shall immediately consult with the other signatories to develop amendments. The process of amending the Agreement shall be the same as was exercised in creating it. If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation 3 will be followed.

Failure to fulfill the terms of this Agreement requires that HUD consult in accordance with 36 CFR 800.6(c)(8). If HUD cannot fulfill the terms of this Agreement, it shall not take or sanction any action or make an irreversible commitment that would result in an adverse effect with respect to eligible or listed properties covered by the Agreement until the consultation process has been completed.

3. Dispute Resolution

If, at any time during the implementation of the measures stipulated in this Agreement, a dispute should arise as to any measure or its manner of implementation, the parties to this Agreement will consult to resolve the dispute. If

no resolution is achieved, HUD will request the comments of the Council pursuant to 36 CFR 800.7.

4. Term of Agreement

This Agreement will become effective on the date of last signing and will continue in force for a period of two years from that date unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Agreement by HUD, the PHA and the SHPO, the subsequent filing of this Agreement with the Council, and implementation of its terms, is evidence that HUD has taken into account the effects of the undertaking on historic properties.

HUD (name) State Office (date)

(name) State Historic Preservation Officer (date)

CONCURRENCE:

(name) Housing Authority (date)